Michael J. Frevola Christopher R. Nolan HOLLAND & KNIGHT LLP 195 Broadway New York, NY 10007-3189 (212) 513-3200



ATTORNEYS FOR PLAINTIFF PACIFIC STARFISH S.A.

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK

PACIFIC STARFISH S.A.,

Plaintiff,

-against-

SPETITLINE, LLC a/k/a SPETIT LINE, LLC,

Defendant.

AUDOE JONES

08 Civ. \_\_\_\_(5) 52

**VERIFIED COMPLAINT** 

Plaintiff, Pacific Starfish S.A. ("Pacific Starfish" or "Plaintiff") by and through its attorneys, Holland & Knight LLP, for its verified complaint against defendant, Spetitline, LLC a/k/a Spetit Line, LLC ("Spetitline" or "Defendant"), alleges as follows:

1. This is a case of admiralty and maritime jurisdiction as hereinafter more fully appears and is a maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure.

- 2. At all times material herein, plaintiff Pacific Starfish was and is a business entity organized and existing under the laws of the Republic of Panama and maintains a place of business at 53rd Street, Urbanizacion Obarrio, Torre Swiss Bank, 16th Floor, Republic of Panama.
- 3. Upon information and belief, at all times material herein, defendant Spetitline was and is a business entity organized and existing under the laws of the United States with a registered office and registered agent for service of process at Investment and Tax International, Inc., 400 West Apple Street, Tea, South Dakota 57064 with its principle place of business at 10 Foulkes Square, 401 Ohio Street, Terre-Haute, Indiana 47807.
- 4. On or about February 11, 2008, Spetitline entered into a voyage charter party (the "Charter") with Pacific Starfish, disponent owner, to load cargoes of frozen fish by way of shipto-ship operation and carry the cargo to the port of Quindao, China aboard the M/V GENNADIY VODOLAZSKIY (the "Vessel"), which Charter was memorialized via a fixture recap. The terms of the "GENCON" Charter 1994 were incorporated into the Charter. The fixture recap is annexed as Exhibit 1.
- 5. Under the terms of the Charter, Pacific Starfish is entitled to USD \$6,500 per day or pro rata for demurrage should the vessel fail to load with customary quick despatch.
- 6. In this case, the net time of the Vessel's loading and discharge exceeded the agreed loading period by 106 hours, which at a rate of \$6,500 per day or pro rata establishes damages for Spetitline in demurrage in the amount of \$28,708.33. Pacific Starfish rendered a breakdown on its calculation of demurrage to Spetitline on April 1, 2008. A true and correct copy of the demurrage calculation is attached as Exhibit 2.

- 7. Under the terms of the Charter, the loading is specified as about 2,500MT of frozen fish. The amount of cargo loaded by Spetitline was only 1,821.702MT, as evidenced by Mate's Receipts Nos. 4, 5, 6, 7 and 9, attached as Exhibit 3. Accordingly, Pacific Starfish's claim for deadfreight is 2,500MT 1,821.702MT x freight rate of USD \$95.00MT for a total sum of USD \$64,438.31.
- 8. On March 27, 2008, Pacific Starfish issued an invoice (the "1st Invoice") to Spetitline for the claim of ocean freight (USD \$173,159.25), stevedorage (USD \$3,253.47) and demurrage (USD \$28,703.33) in the total sum of USD \$205,121.05. A true and correct copy of the 1st invoice is annexed as Exhibit 4.
- 9. On March 31, 2008 and April 4, 2008, Spetitline wired two sums of USD \$173,159.25 and USD \$3,253.47 respectively for purported settlement of the claims for ocean freight and stevedorage under the March 27, 2008 invoice.
- 10. On May 28, 2008, Pacific Starfish rendered another invoice dated March 31, 2008 to Spetitline for deadfreight for the sum of USD \$64,438.31 ("2nd Invoice"). The 2nd Invoice is attached is annexed as Exhibit 5.
- 11. Despite repeated demands to Spetitline, the demurrage claim under the 1st invoice for the sum of USD \$28,708.33 and the entire amount for deadfreight under the 2nd invoice for USD \$64,438.31 remain unpaid and outstanding.
- 12. The terms of the Charter call for arbitration to take place in London and English law is to apply.

- 13. While all disputes arising out of the Charter are to be arbitrated in London, the action herein is submitted in accordance with Rule B of the Supplemental Rules of Certain Admiralty and Maritime Claims of the Federal Rules of Civil Procedure as well as 9 U.S.C. §8, is not and cannot be considered a waiver of the Charter's arbitration clause.
- 14. Based on the preceding, Spetitline owes a total of USD \$93,146.64 under the Charter for demurrage and deadfreight on the voyage.
- 15. In London arbitrations where English law applies, costs, including a reasonable allowance for attorney's fees, and interest at the rate of eight percent, is routinely awarded.
- 16. Upon information and belief it will take approximately three years to arbitrate this dispute to conclusion, resulting in the following estimated interest and attorneys' fees and costs:

Interest: \$ 22,355.19 (\$93,146.64 x 0.080/year x 3 years)

Attorneys' fees and costs \$ 100,000.00

Total Principal Claim: \$ 93,146.64

Total Sought: \$ 215,501.83

17. Spetitline, LLC a/k/a Spetit Line, LLC is not found within the Southern District of New York but does have goods, chattels, credits, letters of credit, bills of lading, debts, effects and monies, funds, credits, wire transfers, accounts, letters of credit, electronic fund transfers, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible property which belongs to it, is claimed by it, is being held for it or on its behalf, or which is being transferred for its benefit, within the jurisdiction and held in the name(s) of Spetitline, LLC and/or Spetit Line, LLC with, upon information and belief, the following financial institutions: Bank of America, N.A.; Bank of China; The Bank of New York; Citibank, N.A.; Deutsche Bank Trust

Company Americas; HSBC Bank USA, N.A.; JPMorgan Chase Bank, N.A.; UBS AG; Wachovia Bank, N.A.; Société Générale; Standard Chartered Bank; BNP Paribas; Calyon Investment Bank; American Express Bank; Commerzbank; ABN Amro Bank; Bank Leumi USA; Banco Popular, or any other financial institution within the Southern District of New York.

#### WHEREFORE, Pacific Starfish S.A. prays:

- 1. That a summons with process of attachment and garnishment may issue against the defendants, Spetitline, LLC a/k/a Spetit Line, LLC; and if defendant cannot be found, then that goods, chattels, credits, letters of credit, bills of lading, debts, effects and monies, funds, credits, wire transfers, accounts, letters of credit, electronic fund transfers, freights, sub-freights, charter hire, sub-charter hire, or other tangible or intangible property which belongs to it, is claimed by it, is being held for it or on its behalf, or which is being transferred for its benefit, within the district may be attached in an amount sufficient to answer plaintiff's claim;
- 2. That defendant Spetitline, LLC a/k/a Spetit Line, LLC and any other person claiming an interest therein may be cited to appear and answer the matters aforesaid;
- 3. That judgment be entered in favor of Pacific Starfish S.A. and against Spetitline, LLC a/k/a Spetit Line, LLC in the amount of USD \$215,501.83 (including estimated interest, expenses and attorneys' fees); and,

4. That this Court grant Pacific Starfish S.A. such other and further relief which it may deem just and proper.

Dated: New York, New York June 30, 2008

HOLLAND & KNIGHT LLP

Page 6 of 21

By:

Michael J. Frevola Christopher R. Nolan 195 Broadway

New York, NY 10007-3189

Tel: (212) 513-3200 Fax: (212) 385-9010

Attorneys for Plaintiff Pacific Starfish S.A.

#### **VERIFICATION**

STATE OF NEW YORK

:ss.:

)

COUNTY OF NEW YORK

CHRISTOPHER R. NOLAN, being duly sworn, deposes and says:

I am associated with the firm of Holland & Knight LLP, counsel for Pacific Starfish, S.A. ("Pacific Starfish"), plaintiff in the foregoing action. I have read the foregoing Verified Complaint and know the contents thereof, and the same are true and correct to the best of my knowledge. I have reviewed documentation provided to me by Pacific Starfish and corresponded with Pacific Starfish's representatives regarding this matter. I am authorized by Pacific Starfish to make this verification, and the reason for my making it as opposed to an officer or director of Pacific Starfish is that there are none within the jurisdiction of this Honorable Court.

Christopher R. Nolan

Sworn to before me this 30<sup>th</sup> day of June, 2008

Notary Public

# 5424462 v1

Elvin Ramos Notary Public, State of New York NO. 01RA4870243

Certificate filed in New York County Commission Expires September 2, 2010



### Spetit Line, LLC

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1. Place and date of issue	
Seoul, Korea March 11, 2008	
2. Owners/Place of business	3. Charterers / Place of business
Pasific Starfish S.A As Disponent Owners	Spetitline, LLC
4. Vessel's name	5. layes
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9. Freight rate	10. Laytime
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11. Demurrage / Dispatch (load and discharge)	12. Agent
USD 6,500 PDPR/Free dispatch	Owners' agents BE
13. Freight payment	
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	nt within 5 (Five) days after completion of loading, but
always before signing and/or releasing original Bs/L and	vessel's arrival at 1st discharge port
14. Bills of Lading	n sanger i strate i sanger i
"CONGENBILL" 1994 to be used and issued/signed by t	he Owners and/or their agents by authority and on behalf
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exceptions of the governing Charter Party are herewith it	n agontunati car eritin em communici incluto esse.
Additional clauses covering special provisions	The Part of the Confession of
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of the trimmer otherwise Charterers again to has U	SD7.50/NMT stevedores charge for tramper's crew to
work on board of the tramper.	
16. Shipside tally to be for Owners' account, dockside to	dly to be for Charterers' account.
17. Any taxes/dues on cargo/freight to be for Charterer	s' account; any taxes/dues on vessel to be for Owners'
accoupt.	
18. Arbitration, if any, to take place in London, English	Law to apply.
10. Terms and conditions of this Fixture Note to be kep	t private and confidential.
20 Other terms and conditions as per "GENCON" Char	ter Party (as revised 1922, 1976 and 1994).
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### PACIFIC STARFISH S.A.

Address: 53<sup>rd</sup> Street, Urbanizacion Obarrio, Torre Swiss Bank, 16<sup>th</sup> Floor. Republic of Panama Bank: The Bank of Tokyo-Mitsubishi UFJ, Ltd.

Yokohama Branch

Our.Ref

Date: 01.04.2008

Spetit Lane, LLC Attn: Yaroslavtsev Sergey

Demurrage calculation of m/v Gennagiy Vodolazskiy, which was been under cargo operation, made by Freighter, Spetit Lane, LLC

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12.03.08	expectation of loading	3 hours
13.03.08	expectation of loading	8 hours
14.03.08	expectation of loading	24 hours
15.03.08	expectation of loading	24 hours
16.03.08	expectation of loading	24 hours
17.03.08	expectation of loading	9 hours

Total: 106 hours

Under the agreed rate for demurrage 6500 USD PDPR the total amount is 28.708,33 USD/106×6500:24.

Best Regards,

Pablo Javier Espino

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"Gennady V	odolozskiy"		Date	18.03.2008	Furnanting Agent	and the second s	
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PTMC

ftv"Petropavlavsk"

TR "Gennady Vudatazskiy"

Y. Anisimov

### PACIFIC STARFISH S.A.

### *INVOICE №-04-03/2008*

Date:March, 27, 2008

Messrs. «SPETIT LINE,LLC»					
Description	Quantity	Unit Price	Amount		
Ocean freight M/V «Gennadiy Vodolazskiy»	1802.19	95, 00 USD	171.208.05USD		
(frozen fish and fishmeal)	NMT				
(frozen Alaskan Pollock Roe)	19.512 NMT	100, 00 USD	1,951, <b>20</b> USD		
Stevedorage	382.761 BRT	8, 50 USD	3.253,47 USD		
Demurrage	106 hours	6.500,00 USD PDPR	28.708,33 USD		
TOTAL			205.121,05 USD		

You are kindly requested to remit the amount into our account with

Beneficiary : "Pacific Starfish S.A."

Address: 53rd street, Urbanizacion Obarrio, Torre

Swiss Bank, 16 Fl, PANAMA.

Bank: The Bank of Tokyo-Mitsubishi UFJ, Ltd

Yokohama Branch, Japan

Account: USD 3022093

Yours faithful

STARFISH S.A."

### PACIFIC STARFISH S.A.

### INVOICE №-05-03/2008

Date: March, 31, 2008

Description	Quantity	Unit Price	Amount
Dead - freight M/V «Gennadiy Vodolazskiy»	678.296	95, 00 USD	64.438,31USD
	NMT	·	
TOTAL			64,438,31 USD

You are kindly requested to remit the amount into our account with

Beneficiary : "Pacific Starfish S.A."

Address : 53rd street, Urbanizacion Obarrio, Torre

Swiss Bank, 16 Fl, PANAMA.

The Bank of Tokyo-Mitsubishi UFJ, Ltd

Yokohama Branch, Japan

Account: USD 3022093

Yours faithfully